

Ankeny

AFSCME #1868 (Public Works)

7/1/2003 6/30/2007

AFSCME UNION CONTRACT

JULY 1, 2003 TO JUNE 30, 2007

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	
ARTICLE 1 Recognition	4
ARTICLE 2 Checkoff	5
ARTICLE 3 Management Rights	6
ARTICLE 4 Probationary Period	7
ARTICLE 5 Seniority	8
ARTICLE 6 Reduction in Force	10
ARTICLE 7 Discipline	11
ARTICLE 8 Settlement of Disputes	12
ARTICLE 9 Work Rules	14
ARTICLE 10 Hours of Work	15
ARTICLE 11 Overtime	18
ARTICLE 12 Health and Welfare	20
ARTICLE 13 Required Licenses and Clothing	22
ARTICLE 14 Vacations	23
ARTICLE 15 Bulletin Boards	25
ARTICLE 16 Leave of Absence	26
ARTICLE 17 Sick Leave	29
ARTICLE 18 Wages	33
ARTICLE 19 Specific Purpose Clause	34
ARTICLE 20 Holidays and Personal Days	35
ARTICLE 21 Termination	37
ARTICLE 22 Union Activities During Working Hours and on Premises	38
APPENDIX A Wage Schedule	

PREAMBLE

The City of Ankeny, hereinafter referred to as the "Employer", and Local #1868 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", agree as follows:

ARTICLE 1

RECOGNITION

SECTION 1.

The Employer recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for:

All permanent full-time employees of the City of Ankeny's Public Works Division, Water and Wastewater Divisions, Parks Maintenance Division and Golf Course Maintenance Division; but excluding professional employees, office clerical employees, the lead persons, Division Administrators, all employees in other departments of the City, and all other excluded by the Act.

The Employer shall not enter into any agreement with Employees in the bargaining unit, individually or collectively, which in any way conflicts with the terms and conditions of this agreement.

SECTION 2. NON-DISCRIMINATION.

The Employer and the Union agree that there will be no unlawful discrimination against any Employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any lawful affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this agreement, it will be deemed to include the opposite gender.

ARTICLE 2

CHECKOFF

The Employer agrees to deduct once each month, dues from the pay of those Employees who individually request in writing that such deductions be made. The Employee's union dues shall be deducted from the paycheck prepared for the second pay period each month such deduction is authorized. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the total deductions of all Employees shall be remitted, together with an itemized statement, to the Union Treasurer after such deductions are made.

Authorization for such deductions shall be revocable by the Employee by notification to the Employer thirty (30) days in advance of such revocation. Changes in the amount of dues shall be limited to no more than two (2) changes each year.

The union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reasons of any action taken or not taken if the Employer deducts according to the billing the Union has furnished and if such monies are promptly remitted to the Union.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1.

Except as expressly limited by the terms of this Agreement, the Employer shall have the exclusive power, duty and right to:

1. Establish work rules, performance standards and incentive programs.
2. Determine the type and use of technology.
3. Direct the work of its public employees.
4. Hire, promote, demote, consolidate, transfer, assign and retain public employees in positions within the public agency and to contract out.
5. Suspend or discharge public employees for proper cause.
6. Maintain the efficiency of governmental operation.
7. Relieve public employees from duties because of lack of work or for other legitimate reasons.
8. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
9. Take such actions as may be necessary to carry out the mission of the public employer, and location of facilities.
10. Initiate, prepare, certify and administer its budget.
11. Exercise all powers and duties granted to the public employer by law.

ARTICLE 4

PROBATIONARY PERIOD

SECTION 1. GENERAL.

The Employer and the Union recognize the obligations and responsibilities imposed by Section 400.8 (2)(3), the Code of Iowa which reads as follows:

1. The commission shall establish the guidelines for conducting the examinations under subsection 1 of this section. It may prepare and administer the examinations or may hire persons with expertise to do so if the commission approves the examinations. It may also hire persons with expertise to consult in the preparation of such examinations if the persons so hired are employed to aid personnel of the commission in assuring that a fair examination is conducted. A fair examination shall explore the competence of the applicant in the particular field of examination.
2. All appointments to such positions shall be conditional upon a probation period of not to exceed six months, and in the case of police dispatchers and fire fighters a probation period not to exceed twelve months. In the case of patrol officers, if the employee has successfully completed training at the Iowa law enforcement academy before the initial appointment as a police patrol officer, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a police patrol officer. If the employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the law enforcement academy before initial appointment as a police patrol officer, the probationary period shall commence with the date of initial employment as a police patrol officer and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy. A police patrol officer transferring employment from one jurisdiction to another shall be employed subject to a probationary period of up to nine months. However, in cities with a population over one hundred seventy-five thousand, appointments to the position of fire fighter shall be conditional upon a probation period of not to exceed twenty-four months. During the probation period, the appointee may be removed or discharged from such position by the appointing person or body without the right of appeal to the commission. A person removed or discharged during a probationary period shall, at the time of discharge, be given a notice in writing stating the reason or reasons for the dismissal. A copy of such notice shall be promptly filed with the commission. Continuance in the position after the expiration of such probationary period shall constitute a permanent appointment.

SECTION 2. PROBATIONARY PERIOD.

New Employees shall be added to the seniority list ninety (90) days after their date of hire, but seniority shall date back to the date of hire. During the initial six (6) month period, new Employees shall be considered probationary Employees.

ARTICLE 5

SENIORITY

SECTION 1. DEFINITION.

Seniority rights of Employees shall be those set out in Chapter 400.12 of the Code of Iowa as amended, which reads as follows:

Seniority. For the purpose of determining the seniority rights of civil service employees, seniority shall be computed, beginning with the date of appointment to or employment in any positions for which they were certified or otherwise qualified and established as provided in this chapter, but shall not include any period of time exceeding sixty days in any one year during which they were absent from the service except for disability.

In the event that a civil service employee has more than one classification or grade, the length of the employee's seniority rights shall date in the respective classifications or grades from and after the time the employee was appointed to or began employment in each classification or grade. In the event that an employee has been promoted from one classification or grade to another, the employee's civil service seniority rights shall be continuous in any department grade or classification that the employee formerly held.

A list of all civil service employees shall be prepared and posted in the city hall by the civil service commission on or before July 1 of each year, indicating the civil service standing of each employee as to the employee's seniority.

SECTION 2. WORK FORCE CHANGES.

A. PROMOTIONS AND TRANSFER

In all cases of promotion, Chapter 400.9 of the Code of Iowa shall apply, which reads as follows:

1. The commission shall, at such times as shall be found necessary, under such rules as shall be prescribed and published in advance by the commission, and posted in the city hall, hold competitive promotional examinations for the purpose of determining the qualifications of applicants for promotion to a higher grade under civil service, which examinations shall be practical in character, and shall relate to such matters as will fairly test the ability of the applicant to discharge the duties of the position to which the applicant seeks promotion.
2. The commission shall establish guidelines for conducting the examinations under subsection 1. It may prepare and administer the examinations or may hire persons with expertise to do so if the commission approves the examinations and if the examinations apply to the position in the city for which the applicant is taking the examination. It may also hire persons with expertise to consult in the preparation of such examinations if the persons so hired are employed to aid personnel of the commission in assuring that a fair

examination is conducted. A fair examination shall explore the competence of the applicant in the particular field of examination.

3. Vacancies in the civil service promotional grades shall be filled by lateral transfer, voluntary demotion, or promotion of employees of the city to the extent that the city employees qualify for the positions. When laterally transferred, voluntarily demoted, or promoted, an employee shall hold full civil service rights in the position. If an employee of the city does not pass the promotional examination and otherwise qualify for a vacated position, or if an employee of the city does not apply for a vacated position, an entrance examination may be used to fill the vacancy.

SECTION 3. SENIORITY LIST.

The employer shall post on all bulletin boards, the current seniority list showing the continuous service of each employee. A copy of the list shall be furnished to the local union when it is posted.

SECTION 4. BREAKS IN SERVICE.

An Employee's seniority shall be broken by voluntary resignation, discharge for just cause or retirement and there shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

ARTICLE 6

REDUCTION IN FORCE

In all cases of layoff and recall, layoff and recall will be based on seniority, according to Iowa Code 400.28, which reads as follows.

When the public interest requires a diminution of employees in a classification or grade under civil service, the city council, acting in good faith, may either:

1. Abolish the office and remove the employee from the employee's classification or grade thereunder, or
2. Reduce the number of employees in any classification or grade by suspending the necessary number.

In case it thus becomes necessary to so remove or suspend any such employees, the persons so removed or suspended shall be those having seniority of the shortest duration in the classifications or grades affected, and such seniority shall be computed as provided in section 400.12 for all persons holding seniority in the classification or grade affected, regardless of their seniority in any other classification or grade, but any such employee so removed from any classification or grade shall revert to the employee's seniority in the next lower grade or classification; if such seniority is equal, then the one less efficient and competent as determined by the person or body having the appointing power shall be the one affected.

In case of such removal or suspension, the civil service commission shall issue to each person affected one certificate showing the person's comparative seniority or length of service in each of the classifications or grades from which the person is so removed and the fact that the person has been honorably removed. The certificate shall also list each classification or grade in which the person was previously employed. The person's name shall be carried for a period of not less than three years after the suspension or removal on a preferred list and appointments or promotions made during that period to the person's former duties in the classification or grade shall be made in the order of greater seniority from the preferred lists.

ARTICLE 7

DISCIPLINE

SECTION 1. RECOGNITION OF AUTHORITY.

The Employer and the Union recognize the authority of the Employer to take appropriate disciplinary action against Employees for just cause.

SECTION 2. WORK RULES VIOLATION.

Violation by an Employee of work rules promulgated by management may be considered a just cause for which the Employer has authority to take appropriate disciplinary action.

SECTION 3. TYPES OF DISCIPLINE.

Disciplinary actions or measures may include any of the following:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension (not to exceed twenty (20) working days), notice to be given in writing;
and
- d) Discharge (notice to be given in writing).

Discharge grievances will begin with the third step of the grievance procedure and all others with the first step.

SECTION 4. IMPOSITION OF DISCIPLINE.

Any disciplinary action or measure imposed upon an Employee may be imposed by the Employer immediately upon discovery by the Employer for just cause.

SECTION 5. MANNER OF DISCIPLINE.

If the Employer has reason to discipline an Employee, such disciplinary action or measure shall be done in a manner that will not intentionally embarrass the Employee before other Employees or the public. In each case, the discipline shall not be more severe than the cause.

SECTION 6. ELECTION OF REMEDIES.

In the event that any employee takes action through any court, governmental agency or the Ankeny Civil Service Commission, regarding violation of his or her rights under this agreement, then all rights to the contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

ARTICLE 8

SETTLEMENT OF DISPUTES

SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE.

Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1. The Employee, with or without the Union Steward, shall take up the grievance or dispute with the Employee's Division Administrator within ten (10) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The Division Administrator shall attempt to adjust the matter and shall respond orally to the Employee or the steward within five (5) calendar days.

Step 2. If the grievance has not been settled, it shall be reduced to writing by the Employee or the steward and presented to the Department Director within five (5) calendar days of the Division Administrator's response to Step 1. The Department Director shall respond in writing to the Employee or the steward within five (5) calendar days.

Step 3. If the grievance has not been settled, it shall be presented in writing by the Employee and/or the Union to the City Manager within ten (10) calendar days after the Department Director's response. The City Manager will meet with the appropriate union representative and aggrieved employee within thirty (30) calendar days after receipt of the grievance to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant and his/her union representative within ten (10) calendar days.

Step 4. If the grievance is still unsettled, either party has fifteen (15) calendar days after the reply of the City Manager or Human Resources Officer is due, by written notice to the other, to request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to select an arbitrator, the Iowa Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. The parties also have the option to agree on one (1) of the names on the panel as being the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. In questions involving back pay, the arbitrator shall be limited to providing back pay for a period not to exceed ten (10) working days prior to the incident which is the subject of the grievance.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 2. SANCTIONS.

Failure by an Employee or the Union to comply with the above provisions shall constitute a withdrawal of the grievance. If the Employer fails to comply with the time limits the grievance is automatically moved to the next step.

SECTION 3. TIME LIMITATIONS.

Time limits may be extended only upon the mutual agreement of the parties.

SECTION 4. EXCLUSIVE REMEDY.

It is agreed by both the Union and the Employer that this grievance procedure is the mechanism by which grievances under this contract may be exercised. In addition, both parties expressly waive their right to initiate a grievance under this contract if an appeal is filed under Chapter 400 of the Code of Iowa concerning the same issue.

SECTION 5. PROCESSING GRIEVANCE DURING WORKING HOURS.

Each Union Steward may investigate and process grievances involving department Employees during working hours without loss of pay. In each case, the steward shall notify his/her Division Administrator and time shall be allowed, provided the work load permits.

SECTION 6. GRIEVANCE MEETINGS.

Meetings may be scheduled during working hours upon mutual consent of the parties in an attempt to resolve grievances. Scheduling of such meetings shall not cause a loss of compensation.

SECTION 7. LABOR-MANAGEMENT COMMITTEE.

A Labor-Management Relations Committee composed of designated representatives of the Employer and the Employees consisting of no more than four (4) representatives of each shall every other month meet if such meeting is required by either party. Additional meetings may be scheduled by the agreement of both parties. If such meetings occur during the scheduled hours of work, one (1) hour of such meeting time shall be compensated to the Employees attending at their regular hourly rate of pay.

SECTION 8. UNION STEWARD

The Union shall have the right to designate up to four (4) Union Stewards who will act as representatives for the Union in settlements of disputes pursuant to the provisions set out in this Article and Article 14.

ARTICLE 9

WORK RULES

SECTION 1.

The Employer and the Union recognize that the formulation of fair and reasonable work rules during the term of this agreement is the exclusive prerogative of the Employer. Such work rules shall be posted at least ten (10) working days in advance of their effective date. New employees shall be provided with a copy of the work rules at the time of hire.

SECTION 2. DEPARTMENT WORK RULES.

The employer may from time to time adopt new and/or different changes in existing department work rules and regulations. In the event departmental rules or regulations promulgated by the Employer conflict with any express terms or provisions of the agreement, the express term or provision of the collective bargaining agreement shall govern.

ARTICLE 10

HOURS OF WORK

SECTION 1. REGULAR HOURS.

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

SECTION 2. WORK WEEK.

The work week shall consist of five (5) eight (8) hour days, or four (4) ten (10) hour days. Qualified Employees in divisions involved in continuous operations will have choice of work week and days off according to seniority within the division.

SECTION 3. WORK DAY.

All Employees shall be scheduled to work on a regular work schedule, and shall have a regular starting and quitting time. Ten (10) or eight (8) consecutive hours of work exclusive of the meal period within the twenty-four (24) hour period beginning at 12:01 a.m. shall constitute the regular work day.

SECTION 4. WORK SHIFT.

Ten (10) or eight (8) consecutive hours of work shall constitute a work shift. All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Qualified Employees shall have the choice of work shifts according to seniority within divisions. If all Employees refuse the work shift, the Employer shall have the right to assign qualified Employees in the inverse order of their division seniority in order to fill the shifts.

SECTION 5. WORK SCHEDULES.

Work schedules showing the Employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules may be changed only with (5) working days' written notice to the Employees involved. Emergency situations are defined as those situations which endanger the health and safety of the public, or damage to public property.

SECTION 6. CONTINUOUS OPERATIONS.

Employees engaged in continuous operations are defined as being an Employee or group of Employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day and/or seven days a week.

The work week for Employees engaged in continuous operations shall consist of four (4) consecutive ten (10) hour days, or five (5) consecutive eight (8) hour days.

SECTION 7. REST PERIODS.

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift when the work load permits.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift if such work is anticipated to exceed one-half (1/2) hour. In addition, they shall be granted the regular rest periods that occur during that shift providing they are working at that time.

SECTION 8. BREAK PERIODS.

All Employees may be granted one (1) hour unpaid lunch period during each work shift, to be determined by the Division Administrator. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

The Employee shall be granted an additional thirty (30) minutes paid break period when the Employee is requested to and does work four (4) hours beyond the end of the regular work shift. The Employee shall be granted additional break periods every four (4) hours thereafter on the same basis while the Employee continues to work.

If the work load does not permit the break periods occurring during overtime hours, the Employer shall furnish meals to the Employees.

SECTION 9. CLEANUP TIME.

Employees shall be granted a ten (10) minute personal cleanup period prior to the end of each work shift, unless the work load would make such cleanup impossible.

Work schedules may be arranged so Employees may take advantage of this provision; the Employer shall make cleanup facilities available wherever possible.

SECTION 10. NON-ACCRUAL.

Rest periods, break periods and cleanup periods do not accrue. If the allotted time is not used by the Employee as provided by this Article, it is lost.

SECTION 11. REPORTING TIME.

Any Employee who is regularly scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned at least three (3) hours work on the job.

If work on the job is not available, after the Employee has presented himself/herself for work, the Employee shall be excused from duty and paid, at his/her regular rate, for three (3) hours work at the straight time rate.

When any Employee reports for and starts to work as scheduled, and is excused from duty due to work not being available before completing three (3) hours work, the Employee shall be paid, at his/her regular rate, for three (3) hours work at the straight time rate.

ARTICLE 11

OVERTIME

SECTION 1. RATE OF PAY.

By mutual agreement of the Employer and Employee, time and one-half of the Employee's regular hourly rate of pay, or compensatory time off at the rate of time and one-half, shall be paid for work under any of the following conditions.

A. Daily

Overtime compensation shall be paid for all work performed in excess of the Employee's regularly scheduled shift.

B. Weekly

Overtime compensation shall be paid for all work performed in excess of forty (40) hours in any work week.

C. Sunday Overtime

Any and all work performed on Sundays outside the Employee's normally scheduled shift shall be compensated at double the Employee's normal rate.

SECTION 2. WORK SCHEDULES.

The Employer shall not have the right to change the regular work schedules of Employees who have worked overtime in order to avoid payment of premium rates for hours worked outside the regular work schedule.

SECTION 3. COMPENSATORY TIME.

If compensatory time is used as the method of compensating Employees for payment for overtime hours, the compensatory time will be scheduled mutually by the Employer and the Employee. Compensatory time shall be allowed to accumulate up to forty (40) hours. Compensatory time may be used in not less than one (1) hour increments. All accumulated compensatory time not taken by the end of the fiscal year will be paid at the Employee's regular rate of pay.

SECTION 4. COMPUTATION OF HOURS.

For the purpose of computing overtime hours, all hours for which the Employee actually works, as well as all approved paid leave, including sick leave, shall be considered as hours worked.

SECTION 5. SCHEDULING OF OVERTIME.

The Employer will, as far as practicable, distribute overtime on an equal basis among those included Employees in that classification assigned to the work unit who normally perform the work involved.

Overtime opportunities shall be accumulated, and offered overtime not worked shall be considered time worked for purposes of overtime distribution.

SECTION 6. CALL TIME.

Any Employee scheduled or called to work outside his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the rate of time and one-half, regardless of the amount of time actually required to perform the task(s) assigned.

Any Employee scheduled or called to work outside but contiguous to his/her regularly scheduled shift shall be paid for actual hours worked at the rate of time and one-half for those hours that exceed the regular shift.

ARTICLE 12

HEALTH AND WELFARE

SECTION 1. GROUP LIFE.

The Employer shall establish and maintain a group life insurance program for each permanent Employee. The Employer shall pay the premium costs for life insurance coverage equal to 150% of the Employee's gross annual base salary as of July 1st of each year.

SECTION 2. GROUP MEDICAL.

- A. The employer shall establish and maintain a group medical health program for each permanent Employee effective on their first day of employment as a permanent employee.

For the plan year beginning August 1, 2004, each month the Employer will pay up to
\$433.00 for single coverage
\$738.00 for employee + child(ren)
\$811.00 for employee + spouse
\$1172.00 for family coverage

For the plan year beginning August 1, 2005, each month the Employer will pay up to
\$476.00 for single coverage
\$812.00 for employee + child(ren)
\$892.00 for employee + spouse
\$1290.00 for family coverage

The parties agree that either the union or the city shall have the right to reopen the contract during the first and third year of the contract period for the purpose of renegotiating the medical insurance provisions that become effective the second and fourth year of the contract. Any request for reopening shall be provided to the other party prior to October 1 of the first and third contract period.

- B. The Employer shall establish and maintain a group dental program for each permanent Employee effective on the first day of employment. The Employer shall pay the premium costs for single coverage for each covered Employee. The Employee shall pay the cost in excess of single coverage if the Employee elects family coverage.
- C. For the term of this contract the Employer will make available a flexible benefits spending account plan. Participation in said plan will be voluntary.

SECTION 3. MEDICAL EXAMINATIONS.

The Employer shall provide an entrance physical to all new full time Employees.

The Employer shall provide an annual physical to all utilities Employees.

When the Employer requires an Employee to undergo a physical examination, the cost of said examination shall be borne by the Employer.

SECTION 4. VACCINATIONS.

The Employer shall provide vaccinations when such are required by the Employer as a condition of employment.

SECTION 5. REPORTING OF ACCIDENTS.

All injuries that occur during working hours must be reported to the Employee's Division Administrator on the day of the injury before the Employee leaves their department of employment, provided the Employee is physically able.

Within twenty-four (24) hours of the injury, the injury must be reported to the Human Resources Office, provided the Employee is physically able.

If the Employee is not physically able to report, they shall report as soon as they are physically able.

ARTICLE 13

REQUIRED LICENSES AND CLOTHING

SECTION 1. LICENSES.

If the maintenance of a state approved license is a condition of employment established by the Employer, the cost of the test, the license fee and its renewal shall be paid by the Employer. State approved license does not include the standard drivers license but does include a commercial drivers license.

SECTION 2. UNIFORMS.

If an Employee is required to wear a uniform as a condition of employment established by the Employer, the uniform shall be furnished and maintained by the Employer.

The Employee shall wear the uniform only as authorized in the work rules.

The Employee is not responsible for fair wear and tear to the uniform. The Employee is responsible for any damage caused to the uniform by deliberate act or by deliberate violation of the work rules.

SECTION 3. PROTECTIVE CLOTHING.

If an Employee is required to wear a protective device as a condition of employment established by the Employer, the protective device shall be furnished and maintained by the Employer.

The Employee shall use the protective device only as authorized in the work rules.

The Employee is not responsible for fair wear and tear to the protective device. The Employee is responsible for any damage caused to the protective device by deliberate act, or by deliberate violation of the work rules.

SECTION 4. WORK BOOTS.

Upon receipt of a duly authorized invoice, the Employer shall pay up to \$80 per year towards purchase of work boots. In the event that an Employee desires a work boot of higher price, the Employee shall pay any difference at the time of purchase. In addition, the Employer will provide, at its cost, rubber boots when it is needed in the employment.

ARTICLE 14

VACATIONS

SECTION 1. VACATION PERIOD.

All eligible Employees shall be granted an annual paid vacation for the period specified below, based on the following requirements:

YEARS OF SERVICE

Over 1 Year
Over 5 Years
Over 10 Years
Over 15 years

VACATION PERIOD

80 Hours
120 Hours
160 Hours
200 Hours

There shall be no pro rata accrual of vacation time.

SECTION 2. ELIGIBILITY.

An Employee is not eligible for a paid vacation until they have completed twelve (12) consecutive calendar months of service. Thereafter, an Employee will not accrue additional vacation until they have completed an additional twelve (12) consecutive calendar months of service.

SECTION 3. VACATION PAY.

The rate of vacation pay shall be the Employee's regular hourly rate of pay as defined in Article 18, Wages, in effect for the Employee's classification on the day immediately preceding the Employee's vacation period.

Vacation pay will be paid to the Employee on the Employee's last regularly scheduled day of work prior to vacation if the Employee has requested the vacation pay and such vacation time.

SECTION 4. SCHEDULING.

Vacation periods are to be granted and scheduled by each Division Administrator, taking into consideration the division's work, unit's work load and the Employee's request. Vacations will be granted at the time requested by the Employee unless the nature of the work load makes such a grant impracticable. If, because of the nature of the work load, it is necessary to limit the number of Employees on vacation at the same time, the Employee with the greater division seniority shall be given preference in vacation period selection. The Employee may exercise their divisions seniority for scheduling vacation only during the first three (3) months of the calendar year.

An Employee's request for vacation shall be submitted in writing to the Employer not less than thirty (30) days prior to the date of the anticipated vacation period.

All employees shall take a minimum of one week of their accumulated vacation as a full week. All remaining accumulated vacation may be used in four (4) hour increments. An employee's request for vacation in increments of less than one full week shall be submitted in writing to the employer not less than 14 days prior to the date of the anticipated vacation period. By mutual consent of the employer and employee, this notice requirement may be waived.

SECTION 5. ACCUMULATION OF VACATION TIME.

Vacation time must be taken within a twelve (12) month period after the completion of the service year in which it is earned.

Vacation time not used by an Employee is lost. Vacation time is not lost if the Employer has denied the Employee the opportunity to take their vacation during the service year because of work load.

SECTION 6. HOLIDAY DURING VACATION PERIOD.

If a holiday occurs during the calendar week in which a vacation is taken by an Employee, the Employee's vacation period will be extended one (1) additional work day.

SECTION 7. WORK DURING VACATION PERIOD.

If after the Employee has begun their vacation, the Employer requires the Employee to work during the scheduled vacation period, the Employee shall be compensated as follows:

- A. The Employee shall be paid at one and one-half times their regular hourly rate of pay for their classification as defined in **Article 18, Wages, Section 1**, for the hours worked;
- B. The Employee shall not be charged with vacation time for the hours worked;
and
- C. The Employee's vacation time during which he/she worked shall be rescheduled pursuant to Section 4 of this Article.

SECTION 8. UNUSED VACATION TIME.

An Employee who is laid off, discharged, retired or separated from the service of the Employer or dies, shall be compensated in cash for unused vacation they have earned at the time of such layoff, discharge, retirement, separation or death.

ARTICLE 15
BULLETIN BOARDS

SECTION 1. LOCATION.

One (1) official bulletin board location shall be established by the Employer in each division where Employees who are covered by this agreement work.

SECTION 2. SUPPLY AND MAINTENANCE.

One (1) bulletin board approved by the Employer shall be allowed at each location. Each bulletin board shall be supplied and maintained at the expense of the Union, size being 4 feet by 4 feet.

Any Union authorized violation of this Article shall entitle the Employer to cancel immediately the provisions of this Article and prohibit the union further use of the bulletin board.

SECTION 3. USE.

Only the Union may use its bulletin boards.

ARTICLE 16

LEAVE OF ABSENCE

SECTION 1. ELIGIBILITY.

Employees shall be eligible for leaves of absence after six (6) months service with the Employer.

SECTION 2. APPLICATION FOR LEAVE.

A request for a leave of absence shall be submitted in writing by the Employee to their Division Administrator. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested, and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

SECTION 3. GRANT OR DENIAL OF REQUESTED LEAVE.

The Division Administrator to whom the request is submitted shall grant or deny leave, taking into consideration the Division's work units, work load and the Employee's request.

Authorization for leave, if granted, shall be furnished in writing. Any request for a leave of absence shall be answered promptly.

In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, Employees shall be returned to the position they held at the time the leave of absence was requested. However, if any Employee is returning from an educational leave during which the Employee has acquired the qualifications for a higher rated position, the Employee shall be returned to the higher rated position under the following conditions:

- a. The position became or remained open during the Employee's leave and it is still open at the time the Employee returns from leave;
- b. The Employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and
- c. The Employee has greater qualifications and seniority than other people requesting assignment to the position.

SECTION 4. PAID LEAVES.

A. Bereavement Leave:

In the event of a death in the family of an Employee--spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law -- the Employee should be granted up to three (3) days leave of absence with full pay. For death of other relatives, a vacation or personal day may be utilized, if available.

B. Jury Duty:

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. If an Employee's presence is not required, they shall be expected to return to work.

C. Voting Time:

Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the Employee's work hours to allow the Employee to vote. Such leave shall be granted in accordance with Section 49.109 of the Iowa Code.

SECTION 5. UNPAID LEAVES.

A. Reasonable Purpose:

Leaves of absence for a limited period-- not to exceed six (6) months -- may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period upon request of the Employee.

Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

B. Union Business:

Employees elected to any union office or selected by the Union to do work which takes them from their employment with the Employer may, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it may be renewed or extended for a similar period at any time upon the request of the Union.

Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union. No more than one (1) Employee shall be allowed to be off the payroll for this type of leave at any one time.

C. Education:

After completing one (1) year of service, any Employee, upon request may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the Employee.

One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.

Employees may also be granted leaves of absence for educational purposes -- not to exceed one (1) month in any calendar year -- to attend conferences, seminars, briefing sessions, or other functions or similar nature that are intended to improve or upgrade the individual's skill or professional ability.

SECTION 6. MILITARY SERVICE.

Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days per calendar year.

Any Employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

ARTICLE 17

SICK LEAVE

SECTION 1. DEFINITION.

Sick leave is that leave which may be earned by an Employee which, after earned, may be used by the Employee only in case of actual personal illness or injury to himself/herself or his/her immediate family.

SECTION 2. ELIGIBILITY.

Permanent Employees shall be eligible to earn sick leave after thirty (30) days of consecutive service with the Employer.

SECTION 3. EARNED LEAVE.

- A. Eligible Employees shall be allowed to earn sick leave at the rate of one (1) day of sick leave based on an eight (8) hour day for each consecutive calendar month of service, commencing on the first day of the first full calendar month of service after the thirty (30) day waiting period.
- B. Sick leave shall be earned during any calendar month of service only if the Employee has received compensation in each of the regularly scheduled work weeks during the calendar month of service.

SECTION 4. ACCUMULATION.

Sick leave may accumulate from year to year, but the maximum accumulation of sick leave at any time shall not exceed 1600 hours.

SECTION 5. USED SICK LEAVE.

Sick leave may be granted, if earned, in minimum units of one-half (1/2) hour. Sick leave may be granted in advance of accrual at the discretion of the Employer.

SECTION 6. UNUSED SICK LEAVE.

Upon retirement or upon disability causing permanent separation from the employ of the Employer, an employee with a balance of at least 400 hours unused sick leave shall be compensated one-half of all unused sick leave up to a maximum compensation of 400 hours.

SECTION 7. IMMEDIATE FAMILY PROVISION.

When an Employee must be away from the job because of a serious illness in the immediate family, requiring the Employee's presence to care for the ill family member, such leave may be granted by the Employer and charged against sick leave time accrued. "Immediate Family" for

purposes of this Article, is defined as the Employee's spouse and the Employee's legal dependents.

No more than five (5) days of sick leave may be used per contract year as Immediate Family Sick Leave.

SECTION 8. REPORTING SICK LEAVE ABSENCE AND VERIFICATION.

Sick leave shall be reported and may be verified as follows:

A. Reporting of absence on sick leave:

If an Employee is absent for reasons that entitle him/her to sick leave, the Employee or a member of his/her household shall notify his/her Division Administrator prior to his/her reporting time. If the Employee fails to notify his/her Division Administrator or Department Director, no sick leave shall be approved unless it is physically impossible to make such immediate notification. In such case, the Employee shall notify his/her Division Administrator as soon as such notification is physically possible. Immediately upon return to work the Employee shall submit a leave form to his/her Division Administrator.

B. Investigation of use of sick leave:

The Employer may investigate the basis of the reason given by an Employee absent on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.

C. Medical statement:

Any Employee who is absent on sick leave because of his/her own illness or that of a member of his/her family as defined in Section 7, may, if the Employer has reason to believe an abuse of sick leave is occurring, be required to furnish a statement signed by attending physician.

D. The Employer will not be liable for any expenses resulting from the doctor's verification.

SECTION 9. LEAVE WITHOUT PAY.

Leave without pay may be granted by the Employer for illness or injury extending beyond an Employee's earned sick leave.

SECTION 10. INJURY LEAVE.

If an Employee incurs an injury compensable by Worker's Compensation, the "waiting period" shall be compensated and charged to sick leave. During the period which the Employee is being compensated by Worker's Compensation, the Employee shall be compensated at the rate of one and one-half (1 1/2) days per week in addition to Worker's Compensation, to be charged against the Employee's accrued sick leave.

SECTION 11. PAYMENT OF INSURANCE PREMIUMS.

In the event the Employer either agrees to extend an Employee's leave without pay beyond an Employee's earned sick leave, or chooses not to so extend the Employee's leave without pay, the Employer agrees to pay the Employer portion of the insurance premiums due as determined elsewhere in this agreement for the one month premium pay period following the date the Employee's earned sick leave ends.

SECTION 12. DISABILITY INCOME PLAN.

The Disability Income Plan shall provide funds to reduce the loss of income which may result from an Employee's "total disability". If a disabled Employee is or becomes eligible for income from other sources, such as Social Security Disability or Worker's Compensation, the income under this plan shall only be the difference between the maximum allowed in this section and that received from other sources (other sources shall not include Employee privately funded disability insurance).

The Employer, in deciding eligibility for disability benefits, may require an examination by a physician of the Employer's choice. Application for these benefits shall be made with the Employer's Human Resources Officer on forms provided by the Employer. An Employee making a claim for benefits agrees to the release of all medical information to which the Employer has access to concerning the Employee's physical or mental condition relative to the claim and further waives any privilege for the release of the information.

Benefits, including medical insurance coverage, will be paid in accordance with the following schedule, for an Employee determined to have a "total disability", only if the Employee meets the following requirements:

1. The Employee has completed two years of continuous service with the City.
2. The Employee has exhausted all accumulated paid leave accrued. A minimum twenty one (21) working days waiting period will be required before the Employee is eligible to receive benefits under the Disability Income Plan, computed from the date of the disability. The twenty-one (21) working day waiting period will be computed based on the Employee's regularly scheduled shift. If a sufficient number of paid leave days has not been accumulated to cover this waiting period, the Employee will be placed in a leave without pay status for the balance of the waiting period without loss of benefits including medical insurance coverage.
3. The Employee does not engage in any occupation, work, or employment for wages or profit during the period of disability.

YEARS OF CONTINUOUS SERVICE	BENEFIT FORMULA	MAXIMUM BENEFIT PERIOD
2 Years through 4 years	50%	Three months
5 years through 10 years	50%	Six months
More than 10 years	50%	Twelve months

For the purposes of this Section, the following definitions shall apply:

Total Disability: An illness or injury determined by a licensed physician, which leaves the employee incapable to perform any occupation, work or employment, with the Employer or others, for wages or profit, and which conditions extends beyond the twenty-one (21) working day waiting period of this plan.

Years of Continuous Service: The length of a regular full time Employee's continuous service with the Employer from the Employee's most recent date of hire or rehire.

Benefit Formula: The percentage of the Employee's gross base wages per pay period to be paid under this plan. The Employee's gross base wage shall be that in effect the day before the disability occurred, and there shall not be any adjustment in that gross base wage during the period of the disability. If the employee returns to regular status at some time other than the beginning of a pay period, the Benefit Formula shall be applied to the pro rata portion of the pay period which was in a disability status, and the balance of the period will be paid based on hours worked at the Employee's regular rate of pay.

Maximum Benefit Period: The length of time for which an Employee is eligible to receive benefits for any given disability. For purposes of this section, each disability will be treated as a separate disability for determination of the maximum eligibility; however, the maximum lifetime obligation to the Employer by reason of this Disability Income Plan for any one employee shall not exceed twenty-four (24) months.

There shall be no accrual of vacation, sick leave, or any other paid leave benefits while receiving disability benefits. All benefits under this plan shall cease on the date of termination of employment.

ARTICLE 18

WAGES

SECTION 1. WAGE SCHEDULES.

Beginning July 1, 2003 and for each succeeding year of the contract, Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A.

The attached wage schedule will be considered as part of this Agreement. When a new classification is established, the Employer may designate a job classification and restructure the wage schedule as appropriate.

Step increases may be denied only for just cause. If an Employee is denied an annual increment, the reasons for such denial shall be furnished in writing by the Employer.

SECTION 2. TEMPORARY FULL-TIME EMPLOYEES.

Temporary full-time employees (those who are assigned to non-continuous, reoccurring, seasonal positions) within the bargaining unit who are employed for more than four (4) months but less than ten (10) months in any calendar year shall be paid at an hourly rate of not less than five dollars fifteen cents (\$5.15) per hour. Said Employees shall not be eligible for any benefits under this contract.

SECTION 3. SHIFT DIFFERENTIAL.

An employee scheduled to work Saturday or Sunday as their regular work schedule will receive an additional fifty cents (\$.50) per hour for hours worked on Saturday or Sunday.

ARTICLE 19

SPECIFIC PURPOSE CLAUSE

SECTION 1. SAVINGS.

Should any provision of this Agreement be found to be inoperative, void or invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision. Should any provision become inoperative as a result of court or other action, the parties agree to negotiate a substitute provision immediately.

SECTION 2. CLOSING OF NEGOTIATIONS.

This agreement covers wages and benefits for the contract year beginning July 1, 2003 through June 30, 2007. It is understood by the Union and the Employer that there shall be no re-opening of further negotiations concerning new or additional items during the life of this Agreement.

SECTION 3. SUCCESSOR.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by consolidation, merger, sale, transfer, lease or assignment of either party hereto, or whatsoever by any change of any kind of the ownership of or management of either party hereto or of any separable, independent segment of either party hereto.

SECTION 4. EXCLUSIVENESS OF AGREEMENTS.

This Agreement shall contain all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement, except by mutual agreement of the parties.

ARTICLE 20

HOLIDAYS AND PERSONAL DAYS

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED.

The following days shall be recognized and observed as paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Christmas Day
8. Personal Days

Eligible permanent Employees shall receive one (1) day's pay for each of the holidays listed in 1 to 7 above on which the Employee performs no work. For Employees assigned to a regular Monday to Friday schedule, whenever any of the holidays listed in 1 to 7 above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed in 1 to 7 above falls on Sunday, the succeeding Monday shall be observed as the holiday. For Employees assigned to a regular schedule other than Monday to Friday, the regular holiday shall be observed.

Each contract year on July 1, each permanent Employee shall be credited with five (5) Personal days to be scheduled by mutual agreement of Employee and Employer (every effort shall be made by the employer to accommodate scheduling of such days.)

Requests for personal days must be submitted to the Employer not later than twenty-four (24) hours prior to the day requested. The five (5) days shall be exercised at any time during the contract year and may be taken one-half (1/2) work day at a time.

Eligible Employees hired after July 1, but prior to October 1 shall receive three (3) personal days. Eligible Employees hired after October 1 but prior to February 1 shall receive two (2) personal days.

SECTION 2. ELIGIBILITY.

Any Employees shall be eligible for holiday pay for those holidays listed in 1 through 7 above only under the following conditions:

- A. The Employee works the last scheduled working day before and the next scheduled working day following the holiday unless he/she is on paid leave approved by the Employer; and
- B. The Employee would have been scheduled to work on the holiday had it not been observed as a holiday.

SECTION 3. HOLIDAY WORK.

If an Employee works on any of the holidays listed in 1 through 7 above, he/she shall be paid double time for all hours worked, or compensatory time off at the rate of two (2) hours for each hour worked in addition to their regular holiday pay.

ARTICLE 21

TERMINATION

This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent by both parties.

This Agreement shall be effective as of July 1, 2003, and shall be binding upon the Employer and the Union and its members, and shall remain in full force and effect through June 30, 2007.

The Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 22

UNION ACTIVITIES DURING WORKING HOURS AND ON PREMISES

SECTION 1. ALLOWED ACTIVITIES.

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, authorized Union representatives shall be allowed to:

- A. Post Union notices;
- B. Consult with the Employer or representative concerning the enforcement of any provisions of this agreement; and
- C. Transmit communications, authorized by the local Union or its officers to the Employer or representative.

SECTION 2. PROHIBITED ACTIVITIES.

All other Union activities, either during working hours or on the Employer's premises, except those authorized in Section 1 of this Article and any expressly authorized by the Code of Iowa, to be conducted during working hours, on the Employer's premises, and without loss of pay, are expressly prohibited.

APPENDIX A**CITY OF ANKENY, IOWA
AFSCME UNION - PUBLIC SERVICE****WAGE SCHEDULE****July 1, 2003 – June 30, 2007**

GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
4	23,818	25,009	26,259	27,572	28,951	30,398	31,918	33,514
5	25,305	26,570	27,899	29,294	30,758	32,296	33,911	35,607
6	26,790	28,130	29,536	31,013	32,564	34,192	35,902	37,697
7	28,279	29,693	31,177	32,736	34,373	36,092	37,896	39,791
8	29,765	31,253	32,816	34,457	36,179	37,988	39,888	41,882
9	31,251	32,814	34,454	36,177	37,986	39,885	41,880	43,974
10	32,738	34,374	36,093	37,898	39,793	41,782	43,871	46,065
11	34,225	35,936	37,733	39,620	41,601	43,681	45,865	48,158

PAY CLASSIFICATION SCHEDULE

GRADE LEVEL	POSITION(S)
GS-4	PUBLIC WORKS LABORER PARKS LABORER
GS-6	UTILITIES OPERATOR ASSISTANT
GS-7	EQUIPMENT OPERATOR I-STREETS PARK MAINTENANCE TECHNICIAN I GROUNDS KEEPER EQUIPMENT OPERATOR II-STREETS PARK MAINTENANCE TECHNICIAN II
GS-8	UTILITIES OPERATOR I MECHANIC ASSISTANT MECHANIC-GOLF COURSE
GS-9	MECHANIC PARK MAINTENANCE TECHNICIAN III
GS-10	UTILITIES OPERATOR II
GS-11	EQUIPMENT OPERATOR III-STREETS LABORATORY TECHNICIAN UTILITIES OPERATOR III

EFFECTIVE JULY 1, 2003

LONGEVITY SCHEDULE (CONTINUOUS SERVICE)	ADD'L PER YEAR AMOUNT	TOTAL YEARLY AMOUNT
AFTER 5 YEARS OF SERVICE	500	500
AFTER 10 YEARS OF SERVICE	500	1,000
AFTER 15 YEARS OF SERVICE	500	1,500
AFTER 20 YEARS OF SERVICE	500	2,000
AFTER 25 YEARS OF SERVICE	500	2,500

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this 5th day of May, ²⁰⁰⁴ at Ankeny, Iowa.

LOCAL #1868 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

By [Signature]

By [Signature]

By [Signature]

By _____

CITY OF ANKENY

By [Signature]
Carl M. Metzger, City Manager

By [Signature]
James H. Spradling, Chief Negotiator